

CONTRACT PERIOD THROUGH NOVEMBER 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FLEET WASHING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 7, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DD/lc
Attach

Copy to: Clerk of the Board
Jim Baker, Transportation
Monica Mendoza, Materials Management

(Please remove Serial 97046-X from your contract notebooks)

1.0 **INTENT:**

The intent of this solicitation is to provide fleet washing services for Maricopa County Departments.

2.0 **TECHNICAL SPECIFICATIONS:**

The service shall consist of fleet washing for our County-owned equipment, primarily at County site(s) using contractor furnished equipment and labor on a scheduled basis (every other week). Additionally, County fleet that routinely transport petroleum products, paint or landscaping chemicals shall be cleaned on an as needed basis at the contractor's site.

The contractor will provide all water for fleet washing.

Contractor's mobile wash system must meet or exceed the following specifications:

- A. Soap solution pumps shall operate at a minimum of 1,000 PSI.**
- B. Rinse water system shall operate at a minimum of 800 PSI.**
- C. The Contractor will provide a water recovery plan for the County site(s). This plan will illustrate the means for recovering water at the County site and ensuring that the City waste water system or County retention is not utilized. Wastewater will not be allowed to run off site or to pool on-site (after washing is complete for the day). The Contractor will have a sand and oil separator water recovery system at the site. This system must collect all effluent wastewater used during the washing process. All cleaning products used by the Contractor when discharged into the on-site interceptor, shall meet the City of Phoenix code for sewer discharge limitations.**

Fleet must be cleaned to remove all grease, mud and grime, and asphalt. Exterior fleet body surfaces shall be washed by hand or with soft brushes every other week. Fleet interiors and engine compartments of the fleet shall be cleaned only if requested by County Site Representative(s). Fleet interiors will be vacuumed and free of dust. Engine compartments will be cleaned to remove grease, mud and grime. In order to ensure safe visibility, glass surfaces must be finished. This includes removing all detergent film and drying. Glass and mirror surfaces will be 100% streak and spot free.

To comply with EPA regulations, the Contractor must identify all products used in the performance of the fleet washing services. The contractor will use only biodegradable soaps and cleaners at County sites. No acids, caustics or solvents can be used at a County site.

CONTRACTOR MUST PROVIDE, WITH THEIR BID, LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS) FOR ALL CLEANING PRODUCTS THAT WILL BE USED. AFTER AWARD OF CONTRACT, ANY CHANGES IN CLEANING PRODUCTS USED BY THE CONTRACTOR SHALL BE REVIEWED AND APPROVED BY MARICOPA COUNTY.

Wash operations shall not interfere with normal service center operations or traffic flow.

Maricopa County will allow the following Fleet vehicles to be washed:

Sedans, Blazers, Suburbans, Mini-Vans, Full-Size Vans, 1 Ton (or less) Trucks, 1 Ton Barricade Trucks, Crew Cab Trucks, 2-1/2 Ton Trucks, 10 Wheel Dump Trucks, Semi-End Dump Trucks, Water Trucks, Transport Trucks, Trailers (when requested), Graders, Backhoes, Loaders, Dozers, Auger Truck, Mowers, 27 Ton Crane, Tractors, Mobile Sweepers, Broce Brooms, Mobile Stage and Golf Cart/ATV's.

*The following fleet will be washed exclusively at the Contractor's site: Fuel Trucks, Oil Distribution Trucks, Asphalt Patching Trucks, Landscape Chemical Trucks and Paint Striping Trucks.

Contractor will leave a list of fleet washed with the County Site Representative at a specified box at each County Site immediately upon completion of washing. The County Site Representative will approve or disapprove the washing invoice. The contractor's performance is monitored by the operator(s) who completes a checklist and the County Site Representative. Both the contractor and County will establish contacts that will be responsible to monitor the authorization of fleet washing and fleet invoicing. Additionally, a periodic meeting between the contractor, Site Representative and Materials Management personnel must be held on location with time periods to be determined by County.

The number of fleet available for washing may be less due to maintenance requirements, County work schedules and/or weather delays or cancellations. The County will pay only for the number of fleet actually washed on a per wash basis. Bidders should not assume the total number of fleet assigned to each site will be available for washing every week. In addition, the number of fleet assigned to a particular site may change to accommodate County operations.

The washing schedule must be met by the Contractor. If an unforeseen emergency prohibits the Contractor from maintaining the established schedule, the County Site Representative(s) must be notified twenty-four (24) hours in advance and agree with a reschedule date. If rainy weather prohibits the scheduled washing, the Contractor shall contact the County Site Representative(s) to arrange for washing on the following week. Any rescheduling due to an unforeseen emergency, weather or maintenance is strictly at the option of the County Site Representative(s). The County Site Representative may elect to cancel washing entirely for that week or for the number of missed fleet.

2.1 The Contractor's job supervisor and additional personnel as deemed necessary by the County Department, must be literate and fluent in the English language. There is to be at least one (1) person or more as directed by the County using Department, on each shift on site, who can speak, read and write English. This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or a crew member to speak, read and write English. This requirement is necessary due to the following reasons which include but are not limited to:

2.1.1 Warning of emergencies and hazards

2.1.2 Preparation of reports as specified

2.1.3 Communication with Maricopa County Personnel.

Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives, the County Departmental personnel, and between the Contractor representatives and the public.

COUNTY SITE LOCATIONS

The Fleet shall be washed on site, in place by the Contractor at the following locations:

SOUTHEAST YARD - 11320 East Germann Road, Chandler, Arizona 85249
(Germann Road and Arizona Avenue)
Phone Number 963-9223
Fax Number 786-3707

SOUTHWEST YARD - 26449 West Maricopa County (MC) Highway 85, Buckeye, Arizona 85326
(300 yards East of Oglesby Road/ SR 85)
Phone Number 932-0245

Fax Number 932-4152

NORTH YARD - 9601 N 21st Drive, Phoenix, Arizona 85021 (FCD)
(19th and Mountain View, South of Peoria)
Phone Number 678-1011
Fax Number 331-5498

NORTHWEST YARD - 16821 North Dysart Road, Surprise, Arizona 85374
(Dysart Road and Bell Road)
Phone Number 254-5701 or 583-1384
Fax Number 252-1364

NORTHEAST YARD - 3900 East Union Hills Drive, Phoenix, Arizona 85024
(40th Street and Union Hills)
Phone Number 569-2633 or 569-2622
Fax Number 569-1176

DURANGO COMPLEX - 2901 West Durango Street, Phoenix, Arizona 85009
(Administration Building)
Phone Number 506-6685
Fax Number 506-3939

DURANGO COMPLEX - 2909 West Durango Street, Phoenix, Arizona 85009
(Traffic Operations Building)
Phone Number 506-4180
Fax Number 506-3785

DURANGO COMPLEX - 2919 West Durango Street, Phoenix, Arizona 85009
(South Operations Building)
Phone Number 506-8286
Fax Number 506-8138

DURANGO COMPLEX - 2801 West Durango Street, Phoenix, Arizona 85009
(Flood Control Operations Building)
Phone Number 506-4107
Fax Number 506-8866

EAST MESA YARD - 5211 E. Main, Mesa, Arizona 85213 (FCD)
(Apache Trail and Higley Road)
Phone Number 854-0403
Fax Number 854-0931

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a purchasing contract to cover a five (5) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of five (5), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage,

including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.3.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.3.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4 Cancellation and Expiration Notice.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.4 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.5 **FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.6 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time to place and make payment for orders under the Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

DORENE DOOLEY, PROCUREMENT CONSULTANT, 602-506-8020
(ddooley@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, MARICOPA COUNTY DEPT. OF TRANSPORTATION, 602-506-4054.

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. This Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

4.3 ESCALATION:

Any requests for price adjustments must be submitted at least thirty (30) days prior to the Contract anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. The U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers is used as a guide in determining the reasonableness of requested price increases. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.5 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County that the Contractor has failed to remedy the problem after being forewarned.

4.6 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.7 APPROPRIATION CONTINGENCY:

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County (fiscal years end June 30 of each year), shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be adopted, that decision being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.8 ORGANIZATION – EMPLOYMENT DISCLAIMER:

This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensations, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.10 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.12 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.14 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the County of Maricopa and all applicable municipalities.

4.15 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency(ies) shall monitor the Contractors' compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided by this Contract.

4.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.17 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.18 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.19 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.21 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property when such property is the responsibility of, or in the custody of, the Contractor, his employees or Subcontractors.

4.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery, and any price differential will be charged against the Contractor.

4.23 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.24 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

A MIND FOR DETAIL, INC., 2845 E. HERMOSA VISTA, MESA, AZ 85213

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ___X___ NO

ACCEPT PROCUREMENT CARD: ____ YES ___X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ___X___ YES ____ NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____YES ____ NO

PRICING: S075401 / B0600801

1.0 PRICING:

NOTE: No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price. VENDOR AGREES BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Quantities listed are subject to change as the County will be purchasing and receiving equipment during the Contract period. In addition, the County may also retire equipment during the term of this agreement.

<u>EQUIPMENT DESCRIPTION</u>		<u>QUANTITY</u>	<u>SCHEDULED WASH</u>	<u>INTERIOR CLEANED</u>	<u>ONLY ONE TIME WASH</u>	<u>ONLY ENGINE WASH</u>
1.1	Sedans	15	\$3.98 /EA.	\$3.25 /EA.	\$3.98 /EA.	\$25.00 /EA.
1.2	Blazers	4	\$3.98 /EA.	\$3.25 /EA.	\$3.98 /EA.	\$25.00 /EA.
1.3	Suburbanize	6	\$3.98 /EA.	\$3.25 /EA.	\$3.98 /EA.	\$25.00 /EA.
1.4	Mini-Vans	1	\$3.98 /EA.	\$3.25 /EA.	\$3.98 /EA.	\$25.00 /EA.
1.5	Full-Size Vans	4	\$3.98 /EA.	\$3.25 /EA.	\$3.98 /EA.	\$25.00 /EA.
1.6	1 Ton (or less) Trucks	48	\$3.98 /EA.	\$3.25 /EA.	\$3.98 /EA.	\$25.00 /EA.
1.7	1 Ton Barricade Trucks	11	\$11.50 /EA.	\$3.25 /EA.	\$11.50 /EA.	\$25.00 /EA.
1.8	Crew Cab Trucks	12	\$6.00 /EA.	\$3.25 /EA.	\$6.00 /EA.	\$25.00 /EA.

A MIND FOR DETAIL, INC., 2845 E. HERMOSA VISTA, MESA, AZ 85213

<u>EQUIPMENT DESCRIPTION</u>		<u>QUANTITY</u>	<u>SCHEDULED WASH</u>	<u>INTERIOR CLEANED</u>	<u>ONLY ONE TIME WASH</u>	<u>ONLY ENGINE WASH</u>
1.9	2-1/2 Trucks	24	\$6.50 /EA.	\$3.25 /EA.	\$6.50 /EA.	\$25.00 /EA.
1.10	10 Wheel Dump Trucks	7	\$12.50 /EA.	\$3.25 /EA.	\$12.50 /EA.	\$25.00 /EA.
1.11	Semi-End Dump Trucks	2	\$12.50 /EA.	\$3.25 /EA.	\$12.50 /EA.	\$25.00 /EA.
1.12	Water Trucks	22	\$11.50 /EA.	\$3.25/EA	\$11.50 /EA.	\$25.00 /EA.
1.13	Transport Trucks	3	\$11.50 /EA.	\$3.25/EA	\$11.50 /EA.	\$25.00 /EA.
1.14	Trailers (when requested)	23	\$4.00 /EA.	N/A /EA.	\$4.00 /EA.	\$25.00 /EA.
1.15	Graders	10	\$6.50 /EA.	\$3.25/EA	\$6.50 /EA.	\$25.00 /EA.
1.16	Backhoes	9	\$6.50 /EA.	\$3.25/EA	\$6.50 /EA.	\$25.00 /EA.
1.17	Loaders	6	\$6.50 /EA.	\$3.25/EA	\$6.50 /EA.	\$25.00 /EA.
1.18	Dozers	3	\$8.00 /EA.	\$3.25 /EA.	\$8.00 /EA.	\$25.00 /EA.
1.19	Auger, Derrick	1	\$15.00 /EA.	\$3.25 /EA.	\$15.00 /EA.	\$25.00 /EA.
1.20	Mowers	5	\$2.50 /EA.	\$3.25 /EA.	\$2.50 /EA.	\$2.00 /EA.
1.21	27 Ton Crane	1	\$20.00 /EA.	\$3.25 /EA.	\$20.00 /EA.	\$25.00 /EA.
1.22	Tractors	3	\$12.00 /EA.	\$3.25 /EA.	\$12.00 /EA.	\$25.00 /EA.
1.23	Mobile Sweepers	7	\$10.00 /EA.	\$3.25 /EA.	\$10.00 /EA.	\$25.00 /EA.
1.24	Broce Brooms	3	\$7.00 /EA.	\$0.25 /EA.	\$7.00 /EA.	\$25.00 /EA.
1.25	Mobile Stage	1	\$14.50 /EA.	\$15.00 /EA.	\$14.50 /EA.	N/A /EA.
1.26	Golf Cart/ATV	6	\$2.50 /EA.	\$0.50 /EA.	\$2.50 /EA.	\$2.00 /EA.
1.27	Fuel Truck	1	\$12.00 /EA.	\$3.25 /EA.	\$12.00 /EA.	\$2.00 /EA.
1.28	Oil Distribution Trucks	2	\$12.00 /EA.	\$3.25 /EA.	\$12.00 /EA.	\$25.00 /EA.

A MIND FOR DETAIL, INC., 2845 E. HERMOSA VISTA, MESA, AZ 85213

<u>EQUIPMENT DESCRIPTION</u>		<u>QUANTITY</u>	<u>SCHEDULED WASH</u>	<u>INTERIOR CLEANED</u>	<u>ONLY ONE TIME WASH</u>	<u>ONLY ENGINE WASH</u>
1.29	Asphalt Patching Trucks	4	\$12.00 /EA.	\$3.25 /EA.	\$12.00 /EA.	\$25.00 /EA.
1.30	Landscape Chem. Trucks	1	\$10.00 /EA.	\$3.25 /EA.	\$10.00 /EA.	\$25.00 /EA.
1.31	Paint Striping Trucks	2	\$12.00 /EA.	\$3.25 /EA.	\$12.00 /EA.	\$25.00/EA
1.32	Additional Misc. Yard Equipment (such as cement mixers, welders, pumps, trailers compressors, sprayer, and small misc. equip.		\$3.00 /EA.	\$ N/A /EA.	\$3.00 /EA.	\$ N/A/EA.
1.33	1 Ton and under (car or truck)					
1.33.1	Exterior detail					\$55.00
1.33.2	Interior detail					\$50.00
1.33.3	Engine clean					\$25.00
1.33.4	Oxidation, overspray, tar and oil removal (Includes pick up and/or delivery)					\$45.00 /per hour
1.34	1 Ton and over, including boot and tar trucks, other large specialty vehicles (includes exterior oil, tar and grease removal)					\$45.00 /per hour
1.35	Pickup Truck (Includes exterior oil, tar and grease removal and/or interior detail)					\$45.00 /per hour

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 86-0881445

Telephone Number: 480/ 834-3434

Fax Number: 480/ 924-2004

Contact Person: Scott Stone

Vendor Number: 860881445

E-mail Address: The-washer@msn.com

Contract Period: To cover the period ending **November 30, 2006.**